



THE FIRST NATIONAL BANK OF BOSTON
BOSTON, MASSACHUSETTS 02110

RECORDATION NO. 11344-B
Filed 1425

OCT 14 1980 12:58 PM

October 10, 1980

0-288A043

INTERSTATE COMMERCE COMMISSION

Secretary of Interstate
Commerce Commission
12th & Constitution Ave., N.W.
Washington, D.C. 20423

No. 1
Date OCT 14 1980
Fee \$ 10.00

OCT 14 12 53 PM '80
FEE OFFICER
T.C. O'NEILL

Paul J. Ferguson

Gentlemen:

We enclose for recording with your office an original and two (2) executed counterparts of Supplement dated October 8, 1980, under Mortgage dated January 10, 1980. This Mortgage was recorded with your office on January 10, 1980, at 1:35 p.m. as recordation no. 11344.

The Master Leasing Agreement between

The Commonwealth Plan, Inc. - Lessor
Southern Pacific Transportation Company - Lessee

was recorded with your office on January 10, 1980, at 1:35 p.m. as recordation no. 11345.

The general description of the equipment covered by said Supplement is as described on the attached Schedule A.

We also enclose our check in the amount of \$10.00 payable to the Secretary of Interstate Commerce Commission to cover the recordation fee. Would you please return original recorded document in due course for attention of the undersigned.

Very truly yours

D.A. Nelson
(Miss) D. A. Nelson
Assistant Vice President

Enclosures

cc: The Commonwealth Plan, Inc.

Quincy

RAILROAD EQUIPMENT LEASED TO
SOUTHERN PACIFIC TRANSPORTATION COMPANY
BY THE COMMONWEALTH PLAN, INC.
RAILROAD EQUIPMENT LEASING AGREEMENT
DATED AS OF JANUARY 10, 1980

5 - 1200 H.P. Diesel Switching Locomotives
AAR Mechanical Designation DB

Identifying marks SP 2272 - 2276 inclusive

229 - 70-ton Flat Cars
AAR Mechanical Designation FC

Identifying marks		SP	520317 - 520342	
SP 520012 - 520013	} inclusive		520344 - 520347	} inclusive
520015 - 520017			520349 - 520362	
520169 - 520182			520364 - 520372	
520184 - 520201			520374 - 520383	
520203 - 520243			520385 - 520386	
520245 - 520266			520388 - 520395	
520268 - 520278			520397 - 520401	
520280 - 520282			520403 - 520404	
520285 - 520315			520406 - 520409	

Including without limitation any and all accessions and improvements, and costs thereof, to the above Flat Cars.

591 - 70-ton Mechanical Refrigerator Cars
AAR Mechanical Designation RPL

Identifying marks		SPFE	453213 - 453250	
SPFE 452825 - 452840	} inclusive		453252 - 453255	} inclusive
452843 - 452864			453257 - 453259	
452866 - 452892			453261	
452894 - 452918			453263 - 453275	
452920 - 452923			453278 - 453280	
452925 - 452926			453283 - 453300	
452928 - 453001			453302 - 453311	
453003 - 453012			453313 - 453316	
453014 - 453020			453318 - 453324	
453022 - 453023			453326 - 453327	
453025			453329 - 453336	
453027 - 453046			453338 - 453347	
453048 - 453061			453349 - 453350	
453063 - 453066			453352 - 453360	
453068 - 453086			453362 - 453379	
453088 - 453093			453381 - 453403	
453095 - 453108			453405 - 453410	
453110 - 453116			453412 - 453417	
453118 - 453168			453419 - 453450	
453170 - 453179			453452 - 453458	
453181 - 453203		453460		
453205 - 453211		453462		

RAILROAD EQUIPMENT LEASED TO
SOUTHERN PACIFIC TRANSPORTATION COMPANY
BY THE COMMONWEALTH PLAN, INC.
RAILROAD EQUIPMENT LEASING AGREEMENT
DATED AS OF JANUARY 10, 1980

5 - 1200 H.P. Diesel Switching Locomotives
AAR Mechanical Designation DE

Identifying marks SP 2272 - 2276 inclusive

229 - 70-ton Flat Cars
AAR Mechanical Designation FC

Identifying marks		SP	520317 - 520342	
SP 520012 - 520013	} inclusive		520344 - 520347	} inclusive
520015 - 520017			520349 - 520362	
520169 - 520182			520364 - 520372	
520184 - 520201			520374 - 520383	
520203 - 520243			520385 - 520386	
520245 - 520266			520388 - 520395	
520268 - 520278			520397 - 520401	
520280 - 520282			520403 - 520404	
520285 - 520315			520406 - 520409	

Including without limitation any and all accessions and improvements, and costs thereof, to the above Flat Cars.

591 - 70-ton Mechanical Refrigerator Cars
AAR Mechanical Designation RPL

Identifying marks		SPFE	453213 - 453250	
SPFE 452825 - 452840	} inclusive		453252 - 453255	} inclusive
452843 - 452864			453257 - 453259	
452866 - 452892			453261	
452894 - 452918			453263 - 453275	
452920 - 452923			453278 - 453280	
452925 - 452926			453283 - 453300	
452928 - 453001			453302 - 453311	
453003 - 453012			453313 - 453316	
453014 - 453020			453318 - 453324	
453022 - 453023			453326 - 453327	
453025			453329 - 453336	
453027 - 453046			453338 - 453347	
453048 - 453061			453349 - 453350	
453063 - 453066			453352 - 453360	
453068 - 453086			453362 - 453379	
453088 - 453093			453381 - 453403	
453095 - 453108			453405 - 453410	
453110 - 453116			453412 - 453417	
453118 - 453168			453419 - 453450	
453170 - 453179			453452 - 453458	
453181 - 453203		453460		
453205 - 453211		453462		

Interstate Commerce Commission
Washington, D.C. 20423

10/14/80

OFFICE OF THE SECRETARY

D.A. Nelson
The First Natl. Bank Of Boston
Boston, Mass. 02110

Dear **Ms. Nelson:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **10/14/80** at **12:55pm**, and assigned recordation number(s). **11344-B**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

MORTGAGE
(Personal Property)

OCT 14 1980 12:59 PM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS that The Commonwealth Plan, Inc., of Boston, Massachusetts, (hereinafter called "Mortgagor") for valuable consideration to it paid by The First National Bank of Boston, of Boston, Massachusetts, (hereinafter called "Mortgagee"), the receipt whereof is hereby acknowledged and to secure primarily the payment of loans up to a maximum of \$ 25,100,000 heretofore, currently or hereafter made under a certain Loan Agreement between the Mortgagor and the Mortgagee, dated as of January 10 1980 (hereinafter called the "Loan Agreement") and secondarily any and all other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of the Mortgagor to the Mortgagee, does hereby grant, bargain, sell, convey, transfer and deliver unto Mortgagee the articles of personal property listed below, and all equipment installed therein, all hereinafter called "the property". ~~The property will be situated at the locations indicated below.~~

on Schedule A attached hereto and made a part hereof,

This is a supplement to the prior Mortgage of included property made by the Mortgagor to the Mortgagee, dated as of January 10, 1980, and increases the maximum principal amount of loans to \$25,100,000 as above provided.

and all proceeds thereof,

TO HAVE AND TO HOLD all and singular the property, and any and all additions, accessions and substitutions thereto and therefor, unto Mortgagee and its successors and assigns, to its and their own use and behoof forever. Mortgagor hereby covenants with Mortgagee: (1) That Mortgagor is the lawful owner of the property; that the property has been leased to Southern Pacific Transportation Company of San Francisco, California

which lease provides that as long as the lessee is not in default thereunder, the lessee shall be entitled to uninterrupted use of the property on the terms and conditions provided in the lease, but except for such lease the property is free from all encumbrances; that Mortgagor has good right to sell the same as aforesaid; and that Mortgagor, except as aforesaid, will warrant and defend the same against the lawful claims and demands of all persons; and (2) That Mortgagor will comply with all covenants, terms and conditions of the Loan Agreement.

TIME IS OF THE ESSENCE OF THE AGREEMENTS HEREIN CONTAINED.

The entire balance of the sums secured hereby, with interest and all other sums due hereunder, shall, immediately or at the option of Mortgagee as provided in the Loan Agreement, become due and payable, without notice or demand upon the occurrence of any of the events of default specified in the Loan Agreement.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay unto Mortgagee all sums called for in the Loan Agreement on or before the times specified for payment therein, and shall have punctually performed and observed all the covenants, terms and conditions hereof, and of the Loan Agreement, and shall then be under no other liability or obligation of any kind or description to the Mortgagee then this mortgage shall be void.

BUT UPON ANY EVENT OF DEFAULT (as specified in the Loan Agreement) by the Mortgagor, Mortgagee may, or the Lessee, without demand or notice of any kind, except as may otherwise be affirmatively required by law, but subject to the rights of the Lessee under the lease referred to above, sell the property or any part thereof at public auction or private sale; and out of the money arising from such sale Mortgagee shall be entitled to retain all sums then owing to it by the Mortgagor or the Lessee secured by this mortgage, whether then or thereafter payable, and also all reasonable costs and expenses, including attorneys' fees, incurred or sustained by it in the collection or attempted collection of the liabilities secured hereby or in relation to the property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to Mortgagor.

AND IT IS AGREED that Mortgagee, or any person or persons in its behalf, may purchase at any public sale made as aforesaid; and that until an event of default (as specified in the Loan Agreement), Mortgagor may retain possession of the property and may use and enjoy the same, but after such event of default, Mortgagee may take immediate possession of the property, and for that purpose may, so far as Mortgagor can give authority therefor, enter upon any premises on which the property or any part thereof may be situated and remove the same therefrom.

AND IT IS FURTHER AGREED that this instrument shall bind and inure to the benefit of, and that the terms "Mortgagor" and "Mortgagee" as used in this instrument shall respectively include, the respective parties and their respective successors and assigns, and that all rights, titles and interests of Mortgagee in, to and under this instrument and in and to the property, and all rights, powers, privileges and remedies of Mortgagee hereunder shall pass to and may be exercised by any assignee from Mortgagee and any subsequent assignee.

IN WITNESS WHEREOF the said Mortgagor has hereunto set its hand and seal to four (4) original counterparts this eighth day of October, in the year 19 80.

Signed and Sealed
in the Presence of:
[Signature]
Assistant Secretary

THE COMMONWEALTH PLAN, INC.
By [Signature]
Sr Vice President Form Approved
[Signature]
Counsel

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO) SS: San Mateo, California, October 8, 1980

Before me personally appeared E. P. Browne to me well known and known to me to be a Vice President of The Commonwealth Plan, Inc., the corporation named in the foregoing instrument, and known to me to be the person who as such officer of said corporation, executed the same; and then and there did acknowledge before me that said instrument is the free act and deed of said corporation by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the corporate seal by him in like capacity affixed; all under authority duly granted by the Board of Directors of said corporation.

WITNESS my hand and official seal this 8th day of October, 1980.



[Signature]
Notary Public in and for the
County and State Aforesaid
My commission expires: Dec. 12, 1980

Received and entered in Records of Mortgages of Personal Property in the Clerk's office of the _____ of _____ book _____, page _____

Clerk.